

SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("Agreement") is made and entered into by and between DENISE HUSKINS and AARON QUINN ("HUSKINS and QUINN") and MATHEW MUSTARD, KENNY PARK and the CITY OF VALLEJO (collectively "CITY").

WHEREAS, HUSKINS and QUINN are plaintiffs in a civil action ("Civil Action") in which MATHEW MUSTARD, KENNY PARK and the CITY OF VALLEJO are defendants; *Denise Huskins and Aaron Quinn v. City of Vallejo et al.*, venued in the United States District Court, Eastern District of California, Case No. 2:16-cv-00603-TLN-EFB.

WHEREAS, HUSKINS and QUINN now desire to finally settle all claims asserted in, as well as all issues that were raised or could have been raised in the Civil Action on the terms set forth in this Agreement;

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

1. Payment. The City of Vallejo shall issue a check payable to KERR & WAGSTAFFE LLP State Bar Trust Account, in the sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00) to be paid within thirty (30) days of the execution of this agreement. In exchange for said payment, HUSKINS and QUINN shall file a dismissal with prejudice of the Civil Action, with each side to bear its own costs and attorneys' fees.

2. General Release Of All Claims. HUSKINS and QUINN unconditionally, irrevocably and absolutely release and discharge MATHEW MUSTARD, KENNY PARK and the CITY OF VALLEJO, as well as any other present or former employees, officers, agents, attorneys, successors, and assigns ("Released Parties"), from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorneys' fees and costs), liabilities and demands of whatsoever kind or character that HUSKINS and QUINN may now or hereafter have against the Released Parties arising directly or indirectly out of, or in any way connected with, the Civil Action or any transaction, occurrence, or series of transactions or occurrences alleged therein ("the Released Claims"). To the extent permitted by law, this release is intended to be interpreted broadly to apply to all transactions and occurrences between HUSKINS and QUINN and any Released Party, including but not limited to any and all claims related to any and all losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of, or in any way connected with, the Civil Action and/or these transactions or occurrences. The Released Claims include, without limitation, any claim based in tort, contract, common law; the state or federal Constitution; state or federal statutes; all claims for physical injuries, illness, damage or death; all claims arising under contract, state or federal law for attorneys' fees, costs and expenses; and any claims that cannot lawfully be waived or released by private agreement.

3. No Admission Of Liability. This Agreement and compliance with this Agreement shall not be construed as an admission by MATHEW MUSTARD, KENNY PARK or the CITY OF VALLEJO of any liability whatsoever, or as any admission of any violation of the rights of HUSKINS and QUINN or any person, or a violation of any order, law, statute, regulation, duty, or contract whatsoever against HUSKINS and QUINN or any other person. The Parties agree that it is their mutual intention that neither this Agreement nor any terms hereof shall be admissible in any other or future proceedings against CITY, except in a proceeding to enforce this Agreement.

4. Unknown Or Different Facts Or Law. HUSKINS and QUINN acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they know or believe to exist with respect to a Released Claim. They agree, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects notwithstanding their discovery of such different or additional facts or law.

5. California Civil Code Section 1542 Waiver. HUSKINS and QUINN expressly acknowledge and agree that the releases contained in this Agreement include a waiver of all rights under Section 1542 of the California Civil Code. This statute reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OF OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

HUSKINS and QUINN acknowledge that they have read all of this Agreement, including the above Civil Code section, and that they fully understand both the Agreement and the Civil Code section. HUSKINS and QUINN waive any benefits and rights granted to them pursuant to Civil Code section 1542.

6. Dismissal Of The Action. HUSKINS and QUINN agree to take all actions necessary to dismiss the entire Civil Action, with prejudice, as soon as possible after receipt of the settlement check. HUSKINS and QUINN agree that they will not negotiate the settlement check until the dismissal is filed with the Court.

7. Assignments. HUSKINS and QUINN expressly represent and warrant that they have not assigned to any other person or entity any Released Claim. HUSKINS and QUINN agree to defend, indemnify and hold CITY harmless from any liability, losses, claims, damages, costs or expenses, including reasonable attorneys' fees, arising out of a breach of the representations and warranties contained in this paragraph. The terms of this Agreement shall be binding upon the Parties and upon their heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of each.

8. Liens. HUSKINS and QUINN agree to accept full responsibility for satisfying any and all liens or health care payment obligations arising from transactions or occurrences related to the Civil Action. HUSKINS and QUINN agree to defend, indemnify and hold CITY

harmless from any liability, losses, claims, damages, costs or expenses, including reasonable attorneys' fees, arising out of unpaid health care liens or other health care payment obligations related to the transactions or occurrences placed in issue, or that could have been placed in issue, in the Civil Action, including any liens for health care.

9. Covenant Not To Sue. HUSKINS and QUINN agree, to the fullest extent permitted by law, that they will not initiate or file a lawsuit to assert any Released Claim. If any such action is brought, this Agreement will constitute an Affirmative Defense thereto, and CITY shall be entitled to recover reasonable costs and attorneys' fees incurred in defending against any Released Claim as set forth in paragraph 2.

10. Attorneys' Fees And Costs. HUSKINS and QUINN and CITY agree to bear their own attorneys' fees, costs, and expenses incurred in connection with the Civil Action, or any Released Claim, except as otherwise set forth herein.

11. Tax Consequences. CITY has made no representation about and takes no position with respect to the tax consequences of this Agreement. A dispute regarding the tax status of this Agreement shall not affect the validity of this Agreement. HUSKINS and QUINN have had an opportunity to discuss the potential tax consequences of this Agreement with their own counsel and agree to indemnify and hold harmless CITY from any and all costs and assessments including, but not limited to, delinquent taxes, penalties and/or assessments levied against CITY in connection with this Agreement.

12. Enforcement And Admissibility. Pursuant to California Code of Civil Procedure section 664.6, the Court retains jurisdiction over the Parties to enforce this settlement Agreement until performance in full of the terms of the settlement. Pursuant to California Evidence Code section 1123(a) and (b), this Agreement is enforceable, binding and admissible in a court of law.

13. Costs And Fees To Prevailing Party To Enforce The Agreement. In the event that any Party hereto, in any civil action or other proceeding, seeks to enforce any provision of this Agreement, or defend against any claim released herein, the Party shall, as a prevailing party, be entitled to recover from any non-prevailing party, his or its reasonable costs and attorneys' fees, to specifically include any post-judgment collection costs or attorneys' fees.

14. Severability. Should it be determined by a court that any term of this Agreement is unenforceable, that term shall be deemed to be deleted. The validity and enforceability of the remaining terms, however, shall not be affected by the deletion of the unenforceable terms.

15. Modifications. This Agreement may be amended only by a written instrument executed by all Parties hereto.

16. Cooperation. The Parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement.

17. Interpretation And Construction. The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel representing the CITY OF VALLEJO, but HUSKINS and QUINN have fully participated in the negotiation of its terms. HUSKINS and QUINN acknowledge that they have had an opportunity to review and discuss each term of this Agreement with legal counsel and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

18. Entire Agreement. The Parties to this Agreement declare and represent that no promise, inducement or agreement not herein discussed has been made between the Parties, and that this Agreement contains the entire expression of agreement between the Parties on the subjects addressed herein.

19. Counterparts. This Agreement may be executed in counterparts. The execution of a signature page of this Agreement shall constitute the execution of the Agreement, and the Agreement shall be binding on each Party upon that Party's signing of such a counterpart.

20. Advice Of Counsel. The Parties declare and represent that they are executing this Agreement, with the advice of their respective legal counsel, and that they intend that this Agreement shall be complete and shall not be subject to any claim of mistake, and that the releases herein express a full and complete release and, regardless of the adequacy or inadequacy of the consideration, each intends the releases herein to be final and complete. Each Party executes this release with the full knowledge that this release covers all possible claims, to the fullest extent permitted by law.

PLEASE READ CAREFULLY. THIS GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

WHEREFORE, THE PARTIES HAVE VOLUNTARILY EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.


Dated: 3/22/18


DENISE HUSKINS

Dated: 3/22/18


AARON QUINN

Dated: 4/11/18



CLAUDIA QUINTANA
CITY ATTORNEY
CITY OF VALLEJO

APPROVED AS TO FORM AND SUBSTANCE:

SETTLEMENT AGREEMENT

Dated: 3/22/2018

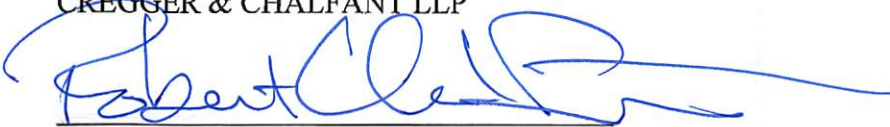
KERR & WAGSTAFFE, LLP



JAMES WAGSTAFFE
Attorneys for DENISE HUSKINS and AARON
QUINN

Dated: 4-9-18

CREGGER & CHALFANT LLP



ROBERT L. CHALFANT
Attorneys for CITY OF VALLEJO, MATHEW
MUSTARD, and KENNY PARK